

**EXHIBIT B: Part One**

See below, page 29 of 66, Mr. DePriest's Deposition Excerpts that were included in the below filing by Mr. Phillips.

**IN THE CHANCERY COURT OF LOWNDES COUNTY, MISSISSIPPI**

OLIVER L. PHILLIPS

PLAINTIFF

VERSUS

CAUSE NO. 2007-0526

DONALD R. DEPRIEST, MCT INVESTORS, L.P.,  
and MARITIME COMMUNICATIONS/AND MOBILE, LLC

DEFENDANTS

AND

DONALD R. DEPRIEST

**FILED**  
APR 15 2009

COUNTER-PLAINTIFF

VERSUS

*Chancery Clerk*  
Chancery Clerk

OLIVER L. PHILLIPS, HELEN J. PHILLIPS, his wife,  
and JOHN DOES 1-20

COUNTER-DEFENDANTS

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**MOTION FOR SUMMARY JUDGMENT**

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COME NOW Oliver L. Phillips, Jr. and Helen J. Phillips ("Phillips"), by and through counsel, and moves this Court for summary judgment, and would show unto the Court as follows:

**I.**

There are no genuine issues of material fact in dispute, and Phillips is entitled to summary judgment as a matter of law.

**II.**

On or about August 17, 2007, Donald R. DePriest ("DePriest") filed his Counterclaim against Phillips. A copy of DePriest's Answer and Counterclaim is attached hereto as **Exhibit 1**.

**III.**

While DePriest's Counterclaim contains many general, conclusory statements in its background information, there are no legal claims or identifiable theories of liability asserted within

the background information of the Counterclaim for which DePriest could recover against Phillips.

#### IV.

The first "claim" asserted within the Counterclaim is a claim for an accounting. Phillips would submit to the Court that an accounting is not a "claim" per se, but a discovery tool utilized to determine sums, if any, which one party may owe to another. The discovery deadline in this matter has passed, all of the parties have been deposed, requested documents have been produced, and all available information supporting Phillips' claim against DePriest has been provided to DePriest. Accordingly, DePriest has received the benefit of his "claim" for an accounting, and there is no further action necessary from the Court regarding his "claim" for an accounting.

#### V.

The next claim asserted in DePriest's Counterclaim is a claim against Phillips for civil conspiracy. The Counterclaim failed to even allege elements necessary to support a claim for civil conspiracy, and such claim should be dismissed on the face of the Complaint.

#### VI.

To the extent this Court could possibly find that DePriest has articulated a claim for civil conspiracy, any and all such claims are barred by the applicable statute of limitations. The only specific transaction referenced in DePriest's claim for civil conspiracy pertained to Helen Phillips' endorsing a \$1,000,000 check that DePriest wrote for Oliver Phillips in 1986. The only other potential transaction, though not identified in the Counterclaim, which DePriest might contend is subject to his claims of civil conspiracy, involves the payment of \$5,000,000 to Oliver Phillips in 1996. DePriest was fully aware of this payment when he made it in 1996, and unequivocally testified that he believed as early as 1997 or 1998 that he should not have made this payment to

Phillips. Accordingly, any claim based on Helen's endorsement of a check in 1986 and subsequent payment of \$5,000,000 to Oliver in 1996 are clearly barred by the applicable statute of limitations.

**VII.**

Any claim by DePriest in regards to the 1986 payment of \$1,000,000 and the 1996 payment of \$5,000,000 is barred by the doctrine of *laches*.

**VIII.**

In support hereof, Phillips has attached excerpts from DePriest's deposition testimony as **Exhibit 2**, and excerpts from Helen Phillips' deposition testimony as **Exhibit 3**.

**IX.**

The only other enumerated "claim" contained in the Counterclaim is a claim for setoffs and damages. However, these "claims" would more appropriately be identified as defenses to the claims of Oliver Phillips, and should be treated as such. In other words, to the extent that DePriest is able to prove that he is entitled to any credit for setoff as a result of his "accounting," any such credits or setoffs would be applicable as defenses to the claims that Phillips has asserted against DePriest.

WHEREFORE, PREMISES CONSIDERED, Phillips respectfully requests that this Court grant summary judgment on any and all claims articulated within DePriest's Counterclaim, with all costs assessed to DePriest.

Respectfully submitted this 15th day of April, 2009.

OLIVER L. PHILLIPS and  
HELEN J. PHILLIPS  
*Counter-Defendants*

BY:

  
M. JAY NICHOLS, MB #10066

**OF COUNSEL:**

AUBREY E. NICHOLS, MB #3842

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[jnichols@nicholscrowell.com](mailto:jnichols@nicholscrowell.com)**CERTIFICATE OF SERVICE**

I, the undersigned, M. JAY NICHOLS, one of the attorneys of record for Oliver L. Phillips, Jr., do hereby certify that I have this day served a copy of the foregoing via United States first class mail, postage prepaid, and properly addressed, upon the following:

William L. Smith  
Ernest Taylor, Esq.  
Donald Alan Windham, Jr., Esq.  
Balch & Bingham, LLP  
401 East Capitol Street, Suite 200  
Jackson, MS 39201

**Attorneys for Donald R. DePriest and MCT Investors, L.P.**

Robert W. Johnson, II, Esq.  
Balch & Bingham, LLP  
1275 Pennsylvania Ave., NW  
Washington, DC 20004-2404

**Attorney for Donald R. DePriest and MCT Investors, L.P.**

Timothy J. Segers, Esq.  
Balch & Bingham, LLP  
Post Office Box 306  
Birmingham, AL 35201-0306

**Attorney for Donald R. DePriest and MCT Investors, L.P.**

SO CERTIFIED on this the 15<sup>th</sup> day of April, 2009.

  
\_\_\_\_\_  
M. JAY NICHOLS

**IN THE CIRCUIT COURT OF LOWNDES COUNTY, MISSISSIPPI**

**OLIVER L. PHILLIPS, JR.**

**PLAINTIFF**

**VERSUS**

**CIVIL ACTION NO. 2007-0091-CV1**

**DONALD R. DEPRIEST**

**DEFENDANT /  
COUNTER-PLAINTIFF**

**VERSUS**

**OLIVER L. PHILLIPS, JR.; HELEN J.  
PHILLIPS, his wife; and JOHN DOES 1-20.**

**COUNTER-DEFENDANTS**

**ANSWER AND COUNTERCLAIM**

COMES NOW Defendant, Donald R. DePriest, and responds to the Plaintiff's Complaint as follows:

**First Defense**

This Complaint is one of ten filed in this Court by Oliver L. Phillips against Donald R. DePriest and two of the business ventures DePriest is involved in. The style and civil action numbers of these cases are as follows:

<b>Style</b>	<b>Civil Action No.</b>
Oliver L. Phillips, Jr. vs. MCT Investors, L.P. and Donald R. DePriest	2007-0046
Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0091
Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0093
Oliver L. Phillips, Jr. vs. Maritime Communications / Land Mobile, LLC and Donald R. DePriest	2007-0095
Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0096



Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0097
Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0098
Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0100
Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0102
Oliver L. Phillips, Jr. vs. Donald R. DePriest	2007-0104

For more than twenty years, Oliver L. Phillips, Jr. was Donald R. DePriest's personal friend, accountant, and trusted financial advisor. Phillips, DePriest, the two business entities sued in these cases, and numerous other business entities are involved in numerous interrelated and intertwined business transactions. These ten lawsuits result from a complex course of dealing arising from the same series of transactions and occurrences. Phillips has filed ten separate cases isolating specific notes and other documents to avoid the big picture which would reveal that the Plaintiff has received his hourly accounting fees plus \$1,000,000.00 and \$5,000,000.00 payments for his services. Accordingly, it is impossible for the Defendant to admit or deny most of the allegations contained in any one of the ten Complaints without extensive discovery relating to the Plaintiff's complicated business dealings with the Defendant and an opportunity to develop the interrelated payments for fees, shareholder distributions and other payments to Oliver Phillips by DePriest and his companies over a twenty-year period. A full accounting could reveal further defenses to all of these cases such as unconscionability, accord and satisfaction, fraud, and duress. In that case, numerous issues in equity arise relating to rescission or reformation of agreements, the imposition of constructive trusts, and injunctions. Defendant submits that this action, along with the other nine pending in this Court, should be stayed until a full accounting can occur. Accordingly, the Defendants to these lawsuits have concurrently filed

a separate proceeding in Chancery Court to enable one court to address the legal and equitable issues presented by this multiplicity of lawsuits.

### **Second Defense**

Responding to the Plaintiff's Complaint paragraph by paragraph:

1.

Defendant admits the allegations of paragraph 1.

2.

Defendant admits the allegations of paragraph 2.

3.

Defendant admits the allegations of paragraph 3.

4.

Defendant admits the allegations of paragraph 4.

5.

Defendant admits that he signed the agreement affixed to Plaintiff's complaint as Exhibit A. Otherwise, this paragraph is denied. Defendant specifically denies that this agreement of understanding became Charisma Communications.

6.

Defendant admits that under the terms of the agreement, Phillips was a 10% owner of the agreement of understanding described therein. Otherwise, this paragraph is denied. Defendant specifically denies that Phillips ever was 10% owner of any Charisma company.

7.

Defendant admits that Charisma Communications Corp. was sold to McCaw. Further, Defendant admits to signing the assignments attached to the Complaint. Also, though Defendant

was under no legal obligation to do so, Defendant admits making the gratuitous one million dollar payment to Phillips. Otherwise, this paragraph is denied. Defendant specifically denies that the 70 units of MCT Investors, L.P. have anything to do with the facts described in this Complaint and that DePriest had any legal obligation to Phillips arising from the sale of Charisma to McCaw.

8.

Defendant admits that subsequent distributions have occurred to the members of MCT Investors, L.P. with Phillips's complete knowledge and without any objection from Phillips. Otherwise, this paragraph is denied. Defendant specifically denies that Plaintiff is entitled to any of the proceeds of these distributions.

9.

Defendant admits that the dissolution of the partnership has been extended each year since 1996, but specifically denies that he has the authority to unilaterally extend dissolution. Otherwise, this paragraph is denied.

10.

Defendant denies the allegations of paragraph 10.

11.

Defendant states that the assignments speak for themselves and therefore denies Plaintiff's interpretation thereof. Otherwise, this paragraph is denied.

12.

Defendant denies the allegations of paragraph 12.



13.

Defendant admits that he had the use and enjoyment of the units, but denies that Phillips has any right to the 70 units. Otherwise, Defendant denies the allegations of paragraph 13. Furthermore, Defendant expressly denies that Plaintiff is entitled to any of the relief requested in the unnumbered paragraphs below the title "PRAYER FOR RELIEF."

**Third Defense**

Defendant denies any allegation in the complaint not specifically admitted.

**Fourth Defense**

The agreement upon which the Plaintiff is suing is unenforceable due to a lack of consideration.

**Fifth Defense**

The agreement upon which the Plaintiff is suing is unenforceable due to a failure of consideration.

**Sixth Defense**

Plaintiff's claim is barred by the applicable statute of limitations.

**Seventh Defense**

The Plaintiff has released the Defendant of any liability for this claim. See Exhibits 1 and 2 hereto.

**Eighth Defense**

The Defendant is entitled to a set off of monies owed by Phillips that DePriest has paid, and/or alternatively, is entitled to damages pursuant to the Defendant's Counterclaim below.

**Ninth Defense**

Plaintiff's claim is barred by the statute of frauds.

**Tenth Defense**

Plaintiff has requested equitable relief in the form specific performance, quantum meruit, and unjust enrichment. These equitable claims are barred by the doctrines of laches and unclean hands.

**Eleventh Defense**

Plaintiff has failed to plead fraud with particularity.

**Twelfth Defense**

In 1999, Oliver Phillips presented DePriest a ledger sheet showing the amount owed as 1.428 million dollars, which Phillips claimed represented all outstanding obligations of DePriest and would square all financial obligations between them. Because DePriest paid Oliver Phillips that amount, there had been a full accord and satisfaction of all claims outstanding at that time. *See* Exhibit 3 hereto.

**Thirteenth Defense**

Plaintiff's claims are barred by waiver or estoppel.

**COUNTERCLAIM**

AND NOW, Defendant Donald R. DePriest brings the following Counterclaim against Oliver L. Phillips, Jr., his wife Helen J. Phillips, and Fictitious Parties 1-20, and in support thereof, plead as follows:

**Parties**

1.

Donald R. DePriest is an adult resident citizen of Lowndes County, Mississippi.

2.

Oliver L. Phillips, Jr. is an adult resident citizen of Lowndes County, Mississippi.

3.

Helen J. Phillips is an adult resident citizen of Lowndes County, Mississippi.

4.

Fictitious Parties 1-20 are other individuals or business entities, of which Counter-Plaintiff is unaware of their identity, where assets of Donald R. DePriest have been transferred by Oliver and/or Helen Phillips, and/or who have conspired with Oliver and/or Helen Phillips to gain monies illegally from Donald R. DePriest.

### **Background**

5.

Oliver L. Phillips, Jr. had been Donald R. DePriest's close personal friend, trusted accountant, and financial advisor for over twenty years.

6.

Throughout their business dealings together, Phillips has been charging DePriest his hourly rate for services rendered, including preparing his personal tax returns. Phillips has also prepared financial statements for both DePriest and some of DePriest's business ventures. Over and above his hourly rate, Phillips demanded and received from DePriest \$1,000,000.00 in 1986 and \$5,000,000.00 in 1996. Furthermore, at Phillips' insistence, in addition to his investments in some of DePriest's business ventures, Phillips has received more shares in DePriest's companies completely without consideration and without any written agreement as to how DePriest would be paid. These equity positions in DePriest's companies alone have realized a considerable profit for Phillips in the millions of dollars. Finally, DePriest has repeatedly assisted Phillips in acquiring capital for other investments which have been very lucrative for Phillips.

7.

Assets acquired through DePriest have been transferred by Oliver Phillips to other parties, including Helen Phillips and possibly Fictitious Parties, John Does 1-20.

8.

Although Oliver Phillips has continued to bill DePriest for his time, his relationship with DePriest goes far beyond that of an accountant. Phillips has interjected himself into all of DePriest's business dealings and profited excessively as a result. DePriest's businesses stretch over many states and countries and involve numerous companies and other business entities. The requirements of running these businesses has left DePriest very stretched and has caused him to spend extended amounts of time on the road. This has often caused DePriest to leave Oliver Phillips to oversee his personal finances and business ventures in his absence.

9.

Since nearly the beginning of DePriest's business ventures, Phillips has been his trusted accountant and advisor. During this time, DePriest's businesses and other ventures have led to three significant multi-million dollar payoffs. Despite contributing virtually no capital into any of these businesses, Phillips has continually demanded and received substantial payments from DePriest each time DePriest has received major payments and settlements. These lawsuits are merely the latest round.

10.

Over the years, the considerable confidence and trust Donald R. DePriest has placed in Oliver Phillips has resulted in DePriest being extremely dependent on Phillips in the handling of his financial affairs. At times, and possibly even now, Oliver Phillips has had DePriest's

financial records in his personal possession and control and/or that of T. E. Lott & Company, the accounting firm in which Phillips is or was a partner. Accordingly, having been sued by Oliver Phillips, DePriest must now go back through all of his records, without the aid of the person he would otherwise turn to in these situations, Oliver Phillips.

11.

Oliver Phillips, as accountant and financial advisor has had unfettered access to DePriest's books. Through those dealings with DePriest, Oliver Phillips was able to obtain completely one-sided written agreements, with notes evidencing a debt, but no written evidence of his own consideration or mutual promise. After this lawsuit was filed, DePriest began to review the various transactions and it now appears as though many of those transactions allowed Phillips to take excessive payments as a result of his fraud. In any event, a full accounting of the business relationships between Oliver Phillips and DePriest is required to determine whether either party owes the other anything.

12.

Oliver Phillips was entrusted by DePriest with substantial confidence and control over his financial matters. DePriest relied upon Phillips to help manage his finances and allow DePriest to focus on the bigger picture of his various business dealings. In return, without any written agreement defining Phillips's role, Phillips received his hourly rate in addition to various substantial payouts from DePriest. It appears as though Phillips has purposefully betrayed that trust and therefore breached his professional and fiduciary duties owed to DePriest. If an accounting bears that out, Phillips should have to disgorge all fees and other monies he received from DePriest.

Accounting

13.

As noted in the First Defense to Plaintiff's Complaint, the business relationship between Oliver Phillips, Donald R. DePriest, and the various business entities they are associated with is extremely complicated. Furthermore, Phillips has acted as personal accountant for both DePriest and some of the various businesses, despite taking a substantial interest therein.

14.

By taking an interest in his client's business, Phillips, a certified public accountant, failed to maintain the independence and objectivity required by the ethical rules of his profession. DePriest imposed overarching trust and confidence in Phillips by entrusting him with virtually complete oversight of his finances.

15.

Now, Phillips has sued his former client DePriest in ten lawsuits filed in this Circuit to collect on numerous promissory notes and other transactions in which he took an interest while acting as fiduciary to DePriest and these various business entities. Because Phillips was entrusted with such a high level of trust and confidence, and, while acting as an accountant, had superior access and control over the books, much of his activity is obscure to DePriest. Nevertheless, it now appears that Phillips entered many transactions with both DePriest and these various business entities procured by fraud and/or duress.

16.

Without an accounting, it will be impossible to unravel the numerous interconnected relationships between these various entities and determine whether either party owes the other anything.

17.

Defendant has concurrently filed an action in Chancery Court for an accounting, noting the related allegations contained herein. Due to the multiplicity of lawsuits, Defendant submits that a full accounting of the full business relation is necessary before these individual lawsuits may proceed. The determination of exactly what each party owes each other can best be determined by one action before the Chancellor. Accordingly, Defendant asks that this case, and the other nine cases filed in this Court, be stayed until such time as the accounting occurs and other appropriate action is taken in the Chancery Court.

**Civil Conspiracy**

18.

Helen and Oliver Phillips have formed a combination with the illegal purpose of acquiring assets of DePriest through abuses of the relationship of trust and confidence that arose because of Oliver Phillips's fiduciary relationship with DePriest.

19.

In addition to those wrongful acts of Oliver Phillips, described elsewhere in this Answer, Helen Phillips has taken and endorsed checks written by DePriest to Oliver Phillips and has otherwise had some of the proceeds transferred to her. Helen Phillips has been an active participant in Oliver Phillips's dealings regarding DePriest.

20.

When DePriest wrote the \$1,000,000.00 check payable to Oliver Phillips in 1986, Helen Phillips personally picked up the check and said she was going to deposit it with a Birmingham bank. Ten years later, in 1996, when Oliver Phillips demanded another multi-million dollar payment, DePriest asked him what had happened to the 1986 million-dollar check, since

DePriest could not locate it. Phillips said he would look for it and ultimately delivered DePriest's cancelled check, which Phillips found in the attic of Oliver and Helen Phillips' home. The check, which was payable to Oliver Phillips, was endorsed by both Oliver and Helen Phillips, thus indicating that it may have been deposited in a bank account in Helen Phillips' name.

21.

A full accounting could reveal further conspirators to be substituted for Fictitious Parties, John Does 1-20 once their identities and involvement are ascertained.

**Set-Offs/Counterclaim Damages**

22.

It now appears that throughout his business dealings with DePriest, Oliver Phillips may have taken money from various sources which in good conscience should belong to DePriest.

23.

Defendant believe that a full accounting will reveal that, once all of the related transactions and payments to Phillips are accounted for and the legal and equitable rights of the parties considered, these set offs and adjustments will more than cover the amounts claimed by Phillips.

24.

Helen Phillips has been intimately involved in and taken part of the proceeds from many of Oliver Phillips's transactions with DePriest.

25.

A full accounting could reveal further individuals or business entities who have taken proceeds from Oliver Phillips transactions with DePriest. These individuals or business entities



will be substituted for Fictitious Parties, John Does 1-20 once their identities and involvement are ascertained.

WHEREFORE, PREMISES CONSIDERED, Counter-Plaintiff Donald R. DePriest demands judgment against Oliver L. Phillips, Jr., Helen J. Phillips, and Fictitious Parties, John Does 1-20 for restitution of those funds by which they have been unjustly enriched at the Defendant's expense, for all damages arising from their civil conspiracy, and for an accounting. Furthermore, Counter-Plaintiff asks the Court to stay this action until such time as an accounting can occur in Chancery Court. Finally, Counter-Plaintiff requests all other relief appropriate in the premises.

Respectfully submitted, this 17th day of August, 2007.

DONALD R. DEPRIEST

BY: BALCH & BINGHAM LLP

BY: William L. Smith  
Of Counsel

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**CERTIFICATE OF SERVICE**

I, the undersigned counsel, do hereby certify that I have this day mailed, via United States

Mail, postage prepaid, a true and correct copy of the above and foregoing pleading to:

Aubrey E. Nichols, Esq.  
M. Jay Nichols, Esq.  
Will T. Cooper, Esq.  
Gholson, Hicks & Nichols  
Post Office Box 1111  
Columbus, MS 39703

This the 17th day of August, 2007.

  
\_\_\_\_\_  
Of Counsel

**RELEASE**

The undersigned party on this 15th day of APRIL, 1996, covenants and agrees as follows:

For good and valid consideration, receipt of which is hereby acknowledged, the undersigned (the "Releasing Party") agrees to release DONALD R. DEKREST (the "Released Party") and the Released Party's affiliates, successors, assigns, investee companies, business ventures, heirs, administrators, executors, employees, attorneys, agents and representatives, past and present, from any and all claims, demands, and/or causes of action, present or future, known or unknown, whether accrued or hereafter to accrue, whether anticipated or unanticipated, whether in law or equity, which the Releasing Party ever had, now has, or which the Releasing Party or the Releasing Party's affiliates, successors, assigns, investee companies, business ventures, heirs, administrators, executors, employees, attorneys, agents, and representatives, past and present, can, shall, or may have for or by reason of any matter, cause, or anything whatsoever, from the beginning of the world to the date of this release.

The undersigned represents that the Releasing Party has not assigned to any person or entity any actions, cause of action, suit, claim, contract, agreement, demand, or damages such person ever had, now has, or may have against the Released Party. To the extent any action, cause of action, suit, claim, contract, agreement, demand or damages, whether accrued or hereafter to accrue, or whether known or unknown against the Released Party, may not have been validly released by this Release, the Releasing Party hereby irrevocably assigns to the Released Party all right, title and interest in any such action, suit, claim, contract, agreement, demand or damages.

Donald R. Dekrest

**EXHIBIT**

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**LETTER OF TRANSMITTAL**

To accompany certificate(s) formerly representing shares of common stock of  
MCT Corp.

To: SunTrust Bank, Exchange Agent

*By Mail, Overnight Courier  
or by Hand:*

SunTrust Bank  
919 East Main Street  
Richmond, VA 23219  
Attention: E. Carl  
Thompson, Jr.

FOR INFORMATION CALL E. CARL THOMPSON, JR. OF SUNTRUST BANK, THE  
EXCHANGE AGENT AT:  
(804) 782-7590

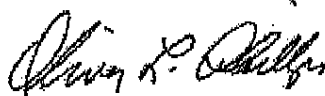
DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER  
THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL  
SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS  
COMPLETED.

This Letter of Transmittal is being sent in connection with the merger of TeliaSonera Acquisitions Corp., a Delaware corporation ("Sub"), into and with MCT Corp., a Delaware corporation (the "Company") pursuant to the Agreement and Plan of Merger dated as of July 6, 2007 (the "Merger Agreement") by and among Sonera Holding B.V., a B.V. (besloten vennootschap) organized under the laws of the Netherlands ("Buyer"), Sub, the Company and Donald R. DePriest, Peter G. Schiff, and Robert J. Schultz, solely in their capacities as representatives of the stockholders and holders of options and warrants of the Company, and not in their personal or individual capacities (the "Representatives"). This Letter of Transmittal should be promptly (a) completed and signed in the space provided below and on the space provided on the Substitute W-9 included in this Letter of Transmittal, and (b) mailed or delivered with your certificate(s) ("Certificate(s)") formerly representing shares of common stock, par value \$0.01 per share, of the Company ("Company Common Stock") to SunTrust Bank as

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WDC99 1411207-4 D62159.0010



Exchange Agent (the "Exchange Agent"), at the address set forth herein. Please read the accompanying instructions carefully.

DESCRIPTION OF CERTIFICATE(S) SURRENDERED		
Name(s) and Address(es) of Registered Holder(s) (Please fill in exactly as name(s) appear(s) on the certificate(s))	Certificates Enclosed (Attach additional list if necessary)	
	Certificate Number(s)	Total Number of Shares Evidenced By Certificate(s)
	695	1,277
	738	56,399
	740	7,977
	963	12,000
	964	5,000
	Total Shares Surrendered	82,653

The undersigned hereby irrevocably surrenders to you, in connection with the merger pursuant to the Merger Agreement (the "Merger"), the Certificate(s) listed above, in exchange for the Per Share Merger Amount (as defined in the Merger Agreement) to which the undersigned is entitled pursuant to the terms of the Merger Agreement. The terms of the Merger are contained in the Merger Agreement attached to the Consent Solicitation Statement dated as of July 7, 2007 which was mailed on July 7, 2007 to all holders of record of the Company Common Stock as of July 6, 2007.

*Philip L. Walters Jr.*

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.**

**PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

In connection with the Merger, the undersigned hereby irrevocably transmits and surrenders to you, on the terms and conditions of the Merger Agreement and this Letter of Transmittal, the Certificate(s) formerly representing shares of Company Common Stock. Unless otherwise defined herein, all defined terms contained herein shall have the meanings set forth in the Merger Agreement. The undersigned hereby acknowledges that the undersigned has received and reviewed a copy of the Merger Agreement and the Consent Solicitation Statement dated as of July 7, 2007.

The undersigned acknowledges that SunTrust Bank is serving as the Exchange Agent pursuant to the Exchange Agent Agreement among the Company, the Representatives, the Exchange Agent and Buyer and will make payments to stockholders who properly complete this Letter of Transmittal and the Substitute W-9 or W-9, as applicable, and any other required documents and properly deliver them, together with their Certificate(s), to the Exchange Agent. The undersigned acknowledges that a portion of the consideration paid at closing will be deposited into an escrow account to satisfy any amounts to which Buyer is entitled as indemnification and other adjustments under the Merger Agreement.

#### **The Exchange**

The undersigned understands and acknowledges that the surrender of Certificate(s) will not be deemed to have been in acceptable form until receipt by the Exchange Agent of this Letter of Transmittal properly completed and signed, together with all required documents, in form satisfactory to the Exchange Agent. All questions as to the documents, validity, form, eligibility and acceptance for payment of any Certificate(s) surrendered pursuant to any of the procedures described in this Letter of Transmittal will be determined by the Exchange Agent, and such determination will be final and binding. Delivery of Certificate(s) will be effected, and risk of loss and title to Certificate(s) will pass, only upon proper delivery to the Exchange Agent.

The undersigned hereby irrevocably constitutes and appoints SunTrust Bank (the "Exchange Agent") the true and lawful agent and attorney-in-fact of the undersigned with respect to such undersigned's shares of Company Common Stock with full power of substitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest), to deliver certificates for such Company Common Stock, together with all accompanying evidences of transfer and authenticity, upon receipt by the Exchange Agent, as the undersigned's agent, of the consideration therefor, for cancellation.

The undersigned hereby represents and warrants that:

- the undersigned is the record owner of the shares of Company Common Stock formerly represented by the Certificate(s) hereby delivered and identified in the box on the preceding page and such shares constitute all shares of Company

Common Stock owned by the undersigned immediately prior to the Effective Time;

- the undersigned has good and valid title to the Certificate(s) with full right, power, legal capacity and authority to sell, transfer, surrender and deliver the Certificate(s), free and clear of all liens, charges and encumbrances and such shares are not subject to any adverse claims, and there is no limitation or restriction on the undersigned's sale, transfer, surrender and delivery of the Certificate(s);
- this Letter of Transmittal has been duly and validly executed by the undersigned and constitutes the valid and legally binding obligation of the undersigned, enforceable in accordance with its terms;
- the execution and delivery by the undersigned of this Letter of Transmittal and compliance with the terms hereof by the undersigned, do not and shall not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in a violation of, or (iii) require any authorization, consent, approval, exemption or other action by or notice to any court or administrative or governmental body pursuant to, any law, statute, rule or regulation to which the undersigned is subject, or any agreement, organizational document, instrument, order, judgment or decree to which the undersigned is a party or by which it is bound; and
- the undersigned will, upon request, execute any additional documents necessary or desirable to complete the sale, transfer, surrender and cancellation of the shares of Company Common Stock formerly represented by the Certificate(s) hereby delivered. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Subject to the Merger Agreement, the Escrow Agreement, the Exchange Agent Agreement and the proper completion of the Letter of Transmittal, the Exchange Agent is hereby authorized to issue all check(s) in payment of the Per Share Merger Amount in the name of the undersigned and to mail such check(s) to the undersigned at the address shown on this Letter of Transmittal.

The undersigned hereby releases the Company, the Surviving Corporation, the Buyer and their respective directors, officers, stockholders, agents, representatives, successors and affiliates (each a "Releasee") from any and all claims, losses, costs, expenses, damages and judgments that the undersigned has or may have against any Releasee or liabilities or obligations of a Releasee to the undersigned arising in connection with or relating to (i) the issuance or ownership of any securities of the Company to or by the undersigned, (ii) the sale or transfer of any securities of the Company by the undersigned pursuant to the Merger Agreement, (iii) the status of the undersigned as a stockholder of the Company or a holder of options and warrants of the



Company, or (iv) the undersigned's capacity as an officer or director if he failed to act in good faith or had reasonable cause to believe that his conduct was not lawful.

#### **The Representatives; Escrow**

The undersigned acknowledges that, pursuant to the Merger Agreement, the Representatives are the undersigned's agent and attorney-in-fact, with full power and authority to act for and on behalf of the undersigned for all purposes of the Merger Agreement, the Escrow Agreement and the Exchange Agent Agreement and agrees to be bound by the provisions of such agreements, all as provided in Article XI of the Merger Agreement. The undersigned also acknowledges and agrees that any indemnification or other payments owed to Buyer pursuant to Sections 9.1 or 3.8(c) of the Merger Agreement shall be paid from the Escrow Fund and thereby reduce the amount available for distribution to the undersigned and the other Equity Holders.

Dated: 7/19/07

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Certificate(s). If signature is by a trustee, executor, administrator, parent, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 2):

Name(s): OLIVER L. PHILLIPS, JR.  
(Please Print)

Capacity (Full Title): \_\_\_\_\_

Address: 101 ARLINGTON BLVD.  
COLUMBUS, MS. 39702  
(Include a Zip Code)1-662-574-8373  
(Daytime Area Code and Telephone No.)416-46-8885  
(Tax Identification and Social Security No.)

Also: You must sign and provide your tax ID number on the Substitute W-9 attached hereto.

PREPARED BY	INITIALS	DATE	REVIEWED
CHECKED BY			
APPROVED BY			

FD-504 (REV. 10-1-80) (4-75) (4-80)

Winn-Dixie Inc

(1)

(2)

(3)

(4)

LINE No.				
1	1997	> 1/2/97	200,000	
2		> 1/14	93,000	
3		> 1/15	300,000	
4		> 1/24	100,000	
5		> 3/15	(93,000)	
6		> 3/15	156,000	
7	*	> 4/18	200,000	
8	*	> 4/24	50,000	
9		> 4/23	156,000	
10		> 4/24	5,000	
11		> 5/17	200,000	
12		> 5/21	(200,000)	
13		> 5/22	100,000	
14		> 5/22	30,000	1,776,000
15				
16	1998	> 1/30/98	200,000	
17		> 1/30	100,000	
18		> 2/31	240,460	
19		> 8/6	23,000	3,470,460
20				
21	1999	BK-NB 1/5/99	(100,000)	
22		> 4/9	120,000	
23		> 4/30	600,000	
24		> 5/16	440,000	1,060,000
25				
26				2,703,460
27				
28	NBC	12/21/97	150,000	
29		12/21/98 WT Allen	15,000	
30				
31	PAYMENTS			
32	Trustmark	9/24/99	1,000,000	
33	Bancorp South	9/24/99	440,000	
34				
35	AMOUNT OWING			1,423,000
36				
37				
38				
39				

EXHIBIT

3

tabbles

DONALD R. DEPRIEST

2/3/2009

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IN THE CHANCERY COURT OF LOWNDES COUNTY,  
MISSISSIPPI

OLIVER L. PHILLIPS, JR.

PLAINTIFF

VS.

CIVIL ACTION NO. 2007-0526

MCT INVESTORS, L.P,  
DONALD R. DEPRIEST, ET AL.

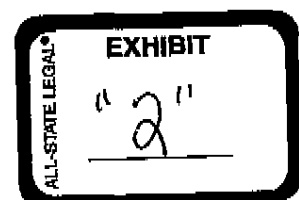
DEFENDANT

## DEPOSITION OF DONALD R. DEPRIEST

TAKEN AT THE INSTANCE OF THE PLAINTIFF  
IN THE LAW OFFICES OF  
NICHOLS, CROWELL, GILLIS, COOPER & AMOS  
710 MAIN STREET, COLUMBUS, MISSISSIPPI  
ON FEBRUARY 3-4, 2009, BEGINNING AT 10:10 A.M.

## APPEARANCES:

NICHOLS, CROWELL, GILLIS, COOPER & AMOS  
P.O. Box 1827  
Columbus, MS 39703-1827  
For the Plaintiffs  
BY: M. JAY NICHOLS  
MARC D. AMOS



DONALD R. DEPRIEST

2/3/2009

Petitioners: Mr. DePriest admits to granting "options" in MCLM to several individuals. Only an owner and officer could have the power to grant options in MCLM. Also, the people below loaned money to MCLM that Mr. DePriest personally guaranteed for MCLM. The FCC should obtain a complete copy of this deposition testimony since it discusses MCLM and may contain more statements of fact that MCLM and Mr. DePriest are concealing.

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1 be?

2 A. Various -- yes, I do have recollection of some of  
3 those.

4 Q. Tell me some that you recall.

5 A. Russell Kyle, Si Thomas, David Shelton, Bart Wise.

6 Q. And were the options that you granted to these  
7 individuals -- what company or what -- what shares were  
8 these options for? What business entity?

9 A. Maritime Communications.

10 Q. Is Maritime Communications commonly referred to as  
11 Mobex?

12 A. No.

13 Q. Are you familiar with Mobex?

14 A. Yes, I am. Mobex was the entity from which Maritime  
15 Communications acquired assets.

16 Q. Okay. You testified earlier regarding Mr. Oliver  
17 Phillips -- your words were that he was otherwise  
18 compensated for his services, the work on the Charisma  
19 Communications Corporation venture, and you testified that  
20 you paid him a million dollars in 1986; is that correct?

21 A. It wasn't work on necessarily Charisma Communications  
22 venture, but I did pay him a million dollars in 1986.

23 Q. Okay. What was the basis for your payment of a  
24 million dollars to Mr. Phillips in 1986?

25 A. It was an enormous amount of money that I felt that

DONALD R. DEPRIEST

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1 I -- I would pay to him.

2 Q. Well, why did you pay it to him?

3 A. For friendship and for work that he had done for me  
4 and my companies.

5 Q. Did you have any other friends in 1986 that you paid  
6 large sums of money for their friendship?

7 A. Friendship or work, yes.

8 Q. Who?

9 A. Edwina Young and George Donovan are two that come to  
10 mind.

11 Q. Who is Edwina Young?

12 A. She was my assistant for 17 years.

13 Q. Did she assist in the cellular license applications  
14 for Charisma Communication -- what ultimately was rolled  
15 into Charisma Communications Corporation?

16 A. Yes, she did.

17 Q. Did she do a lot of work on that?

18 A. Yes, she did.

19 Q. How much money did you pay her?

20 A. 75,000 over and above her salary.

21 Q. What was her salary?

22 A. I don't recall.

23 Q. Who is George Donovan?

24 A. George Donovan is a person that had worked  
25 particularly in Houston, Texas, getting sites for the

DONALD R. DEPRIEST

Regarding Charisma Communications,  
see notes below.

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1 was doing that.

2 Q. Do you -- did she do as much work as Oliver?

3 A. I think she did more.

4 Q. Okay. Well, why did you pay Oliver a million dollars  
5 and pay Edwina 75,000?

6 A. It was at a different level of friendship and --  
7 that's the reason.

8 Q. And was it your testimony that close to 15 million  
9 was paid to CIT from the proceeds of the sale of McCaw?

10 A. Actually, I think it may have been somewhat less than  
11 that but somewhat close to 15 million.

12 Q. Did you pay Chuck Cooper any money from proceeds of  
13 the sale to McCaw?

14 A. I reached a settlement with Mr. Cooper, and I don't  
15 recall if specifically the money came from those proceeds or  
16 not, but I did pay him money.

17 Q. Do you recall whether you reached a settlement with  
18 Mr. Cooper prior to the sale to McCaw?

19 A. I think we -- yes. We reached an agreement before  
20 the sale to McCaw.

21 Q. Do you recall having any conversation with Mr.  
22 Phillips when you paid him the one million dollars in 1986?

23 A. I had a conversation. It was very short.

24 Q. Do you recall the substance of any such conversation?

25 A. I think I said, Thank you, have a good time, or

Petitioners:  
Mr.  
DePriest  
reached a  
settlement  
with Mr.  
Cooper,  
but the  
1983  
agreement  
may not  
have been  
disclosed  
to the  
FCC.

DONALD R. DEPRIEST

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1 something like that.

2 Q. Do you recall Mr. Phillips asking you about more than  
3 one million dollars based on his -- or based on a 10 percent  
4 interest referenced in that 1984 agreement?

5 A. No.

6 Q. Did you ever have any discussions with Mr. Phillips  
7 about rolling over any monies that you may have owed him at  
8 that time over and above one million dollars into the next  
9 deal?

10 A. I didn't owe him any money, and we didn't discuss  
11 rolling it into the next deal.

12 Q. Do you ever -- do you recall any conversations with  
13 Oliver Phillips about rolling over any monies that you owed  
14 him into the next deal?

15 A. I -- I may have had such a conversation but I don't  
16 recall that.

17 Q. You may have had that conversation -- or such a  
18 conversation at that time?

19 A. I don't think it was at that time.

20 Q. When do you think it was, if you had one?

21 A. Some other time but not that time.

22 Q. I'll hand you another document, Mr. DePriest.

23 A. I want to take a break too.

24 Q. Do you need one now?

25 A. Yeah.



DONALD R. DEPRIEST

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1 that's a conspiracy.

2 Q. Has your wife ever endorsed any checks that  
3 were made payable to you?

4 A. Not that I know of.

5 Q. Has she ever made any deposits for you?

6 A. Into an account of hers?

7 Q. Yes.

8 A. I don't know.

9 Q. Has Belinda Hudson ever endorsed checks  
10 written to you?

11 A. Yes, she has.

12 Q. Is it your contention that by endorsing a  
13 check made payable to Oliver and depositing it into an  
14 account, if that account had her name on it, that that  
15 amounts to conspiracy by Mrs. Helen Phillips?

16 A. Yes.

17 Q. How?

18 A. Once again, I'm not a lawyer, but I had the  
19 impression that I had been ganged up on.

20 Q. Okay. You testified earlier that Mr. Phillips  
21 was your -- it was your belief and opinion that Mr.  
22 Phillips deserved the million dollar check, did you  
23 not?

24 A. Yes.

25 Q. But now you are contending and have filed a

DONALD R. DEPRIEST

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1 claim against Mrs. Helen Phillips for conspiracy for  
2 endorsing that check?

3 A. As one of the reasons, yes.

4 Q. And had Oliver also endorsed that check?

5 A. As far as I know, yes.

6 Q. Do you know whether the bank -- where that  
7 check was deposited required Mrs. Phillips to sign that  
8 check?

9 A. I do not know that.

10 Q. Do you know what bank it was deposited in?

11 A. I believe it was in a new account in AmSouth  
12 in Birmingham.

13 Q. Did you specifically ask Mr. Phillips not to  
14 deposit that check in a local bank in Columbus?

15 A. Not that I recall.

16 Q. If the bank required Mrs. Phillips to endorse  
17 that check, do you still contend that that amounts to  
18 conspiracy?

19 A. I don't know the answer to that.

20 Q. Okay. In paragraph 21 you reference the  
21 testimony that you just gave me about Oliver finding  
22 your canceled check in his attic?

23 A. Yes.

24 Q. Is that a factual basis of yours for your  
25 claim of conspiracy against Oliver and Helen?

DONALD R. DEPRIEST

Petitioners: Mr. Phillips has many of Mr. DePriest's financial records. The FCC should ask those of Mr. Phillips and Mr. DePriest.

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1 A. Well, Oliver has probably 35 years of my tax  
2 returns, financial records and my financial life,  
3 according to him, stored in the attic of his house,  
4 which Helen lives in as well.

5 Q. Is it your contention that because -- and he  
6 was your personal accountant for all those years, was  
7 he not?

8 A. That's right.

9 Q. And is it your contention here today that by  
10 him having copies of any such documents that that  
11 amounts to a conspiracy?

12 A. I think you could reach that.

13 Q. Okay. And is it your contention that Helen is  
14 participating in that conspiracy because she lives in  
15 the house with Oliver?

16 A. I expect she knows what's in the attic.

17 Q. Is that a yes?

18 A. That's a yes.

19 Q. You state in the last sentence of paragraph 20  
20 that Helen Phillips has been an active participant in  
21 Oliver's dealings regarding you.

22 A. Yes.

23 Q. Explain to me that statement.

24 A. Well, I heard information that she talks a  
25 great deal about me and that she wants her money from

DONALD R. DEPRIEST

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1 me.

2 Q. Is that what you mean by she's been an active  
3 participant in his dealings regarding you?

4 A. And many times Oliver has quoted Helen as to  
5 what she will/won't do, has done.

6 Q. Where did you hear these quotes?

7 A. David Shelton, Sue Shelton and others.

8 Q. So they've told you what they've heard Mrs.  
9 Helen say?

10 A. Yes.

11 Q. And that's -- is that a basis for your claim  
12 of conspiracy against Helen?

13 A. I think so.

14 Q. What other reasons, other than what you've  
15 told me about, are reasons for your claim of conspiracy  
16 against Helen Phillips?

17 A. You mean in addition to what we've --

18 Q. In addition to the specifics that are  
19 identified in this counterclaim. Are there any others?

20 A. I don't know of any other, other than what I  
21 just testified to.

22 Q. Okay. And I don't want to mischaracterize  
23 your testimony but I want to be clear, then. Is it  
24 your testimony that your claims of conspiracy against  
25 Helen Phillips are based on the fact that she endorsed

DONALD R. DEPRIEST

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1 a check that was made payable to Oliver and that she  
2 may or may not have deposited it into her bank account.  
3 That she lives in the house where your records for 35  
4 years are stored and that David and Sue Shelton have  
5 told you that Helen has talked about your and Oliver's  
6 dealings?

7 BY MR. TAYLOR: Object to the form of  
8 the question.

9 A. Among others, yes.

10 Q. [Mr. Nichols] Okay. What are the others?  
11 That's what I was asking you.

12 A. Well, I believe that Oliver has transferred  
13 money that belongs to me to Helen.

14 Q. Okay. What monies do you believe that Oliver  
15 owes you that he has transferred to Helen?

16 A. We will have to find that out through  
17 depositions and discovery.

18 Q. So you don't know of any as we sit here  
19 today?

20 A. Well, I -- what I've outlined in the Answer  
21 and Counterclaim, but that's what I know today.

22 Q. All right. Well, let me ask again. Can you  
23 specifically identify any money that you contend Oliver  
24 has transferred to Helen that belonged to you?

25 A. Other than what's in our Answer and

DONALD R. DEPRIEST

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1 Counterclaim, I don't have others.

2 Q. Okay. Do you see anywhere in your Answer and  
3 Counterclaim a specific reference to any money that  
4 Oliver has transferred to Helen that belongs to you?

5 A. No.

6 Q. And it's your testimony that other than the  
7 allegations contained in your Counterclaim, you are not  
8 aware of today any specific monies that Mr. Phillips  
9 has transferred to Helen that you believe he owes you?

10 A. That's correct.

11 BY MR. NICHOLS: Let me have this  
12 Answer and Counterclaim marked as DePriest  
13 Exhibit 9.

14 [Exhibit 9 is marked.]

15 Q. [Mr. Nichols] Mr. DePriest, do you have -- do  
16 you contend that Mrs. Helen Phillips participated in  
17 any conspiracy against you in regard to the five  
18 million dollar check in 1996?

19 A. Well, as I understand it, Oliver and Helen  
20 have a joint financial statement and assets of mine  
21 that have gone on a joint financial statement, would,  
22 presumably, be 50 percent hers or, under certain  
23 conditions, all of hers.

24 Q. Do you know specifically? Can you identify  
25 specifically what assets you are talking about?

1 A. It would be any assets that flowed to Oliver,  
2 would have showed up on their joint financial  
3 statement.

4 Q. Are you referring to assets that you willingly  
5 transferred to Oliver?

6 A. Willingly, unwillingly, however. Items that  
7 he needed to boost up his financial statement would be  
8 applicable.

9 Q. What assets have you ever unwillingly  
10 transferred to Oliver?

11 A. Well, that's kind of a 'yes' or 'no' kind of  
12 question as to whether he considers it transferred or  
13 whether I considered it transferred.

14 Q. Well, and I appreciate and understand that.  
15 There are some issues in litigation about whether some  
16 things have or should be transferred, correct?

17 A. Yes.

18 Q. Okay. Do you contend that the million dollars  
19 in 1986 was wrongfully transferred to Mr. Phillips? .

20 A. I don't contend that was wrongfully  
21 transferred.

22 Q. Did you write him the one million dollar check  
23 in 1986 under coercion or duress?

24 A. No.

25 Q. What about under any fraudulent pretenses by

1 BY VIDEOGRAPHER: Off the record. Got  
2 to change the tape.

3 BY MR. NICHOLS: You need a break?  
4 Anybody need a break?

5 BY MR. TAYLOR: Yeah. Let's take a  
6 break.

7 [Discussion off the record.]

8 CONTINUING BY MR. NICHOLS:

9 Q. Mr. DePriest, there's been quite a bit of  
10 testimony about the five million dollar payment that  
11 you made to Mr. Phillips in 1996. On April the 15th, -  
12 - was that the date of the check?

13 A. April 15th, 1996.

14 Q. As of that date did you believe that you owed  
15 Mr. Phillips that money?

16 A. I really didn't believe I owed it.

17 Q. Did you feel like paying that money was going  
18 to settle any and all claims that there may exist  
19 between the two of you at that time?

20 A. Yes.

21 Q. So, at the time you paid it and obtained a  
22 release, did you feel like you had wrongfully paid him  
23 that money then?

24 A. I believe I testified that I looked at myself  
25 and wondered if I were wrong, you know, if somehow --

Petitioners: Mr. DePriest paid Mr. Phillips funds from the Charisma sale, but it appears that Mr. Phillips' ownership may not have been disclosed to the FCC per trial testimony and the 1984 Letter Agreement between Mr. DePriest, Mr. Cooper and Mr. Phillips



DONALD R. DEPRIEST

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1 so I tried to go through all aspects of it, but I  
2 wanted to settle the matters between us.

3 Q. And you felt like that would settle the  
4 matters, to pay the five million and obtain a release?

5 A. Yes.

6 Q. So, then, would the consideration for that  
7 payment have been the release that you obtained of any  
8 and all claims that existed at least as of that date  
9 and potentially going forward?

10 A. And the note that I'd executed.

11 Q. And the note that you'd executed. Okay. So  
12 you don't contend today, then, that there was no  
13 consideration for that payment, do you?

14 A. There was consideration from me. I don't know  
15 if there was consideration from Oliver.

16 Q. When did you first decide that you shouldn't  
17 have paid Oliver this money?

18 A. Well, that particular -- Oliver had access to  
19 my bank accounts and knowledge and financial  
20 information and that took basically all the cash I had,  
21 had it earmarked for other purposes and, so, not long  
22 after that, I regretted that.

23 Q. When you say not long after that, how long do  
24 you mean? In 1996?

25 A. In '97, '98.

DONALD R. DEPRIEST

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1 Q. Okay. Did you come to the conclusion that you  
2 wrongfully paid him or that it was just regrettable  
3 that you did?

4 A. Both.

5 Q. What made you come to the conclusion that you  
6 wrongfully paid him?

7 A. I think he was reaching by the way he handled  
8 it, the way he presented the agreement, the purported  
9 agreement of 1984.

10 Q. After you came to that conclusion, what was  
11 your testimony, in '97 or '98, is that it?

12 A. Yes.

13 Q. Did you tell Mr. Phillips then that you felt  
14 like you had wrongfully paid him that money?

15 A. No. I wanted to move on.

16 Q. Is that why you didn't file suit then?

17 A. I don't know what I would have filed suit  
18 about.

19 Q. Well, did you testify earlier that you think  
20 Mr. Phillips should have to return the five million  
21 dollars that you paid him?

22 A. Yes.

23 Q. So you are making a claim for five million  
24 dollars against Mr. Phillips as a result of your  
25 payment to Mr. Phillips in 1996, is that correct?

Petitioners:  
Mr. DePriest  
suggests  
that there is  
a 'purported'  
1984  
agreement,  
however,  
there is a  
signed 1984  
agreement.  
To say this  
appears to  
indicate that  
there is a  
problem with  
admitting the  
1984  
agreement,  
which may  
be in part  
due to FCC  
violations.

**COPY**

HELEN PHILLIPS

3/4/2009

Page 1

IN THE CHANCERY COURT OF LOWNDES COUNTY, MISSISSIPPI

OLIVER L. PHILLIPS, JR.

PLAINTIFF

VS.

CIVIL ACTION NO. 2007-0526

MCT INVESTORS, L.P,

DONALD R. DEPRIEST, ET AL.

DEFENDANT

VIDEOTAPED DEPOSITION OF HELEN PHILLIPS

TAKEN AT THE INSTANCE OF THE DEFENDANT'S  
IN THE LAW OFFICES OF  
NICHOLS, CROWELL, GILLIS, COOPER & AMOS  
710 MAIN STREET, COLUMBUS, MISSISSIPPI  
ON MARCH 4, 2009, BEGINNING AT 9:14 A.M.

APPEARANCES:

NICHOLS, CROWELL, GILLIS, COOPER & AMOS

P.O. Box 1827

Columbus, MS 39703-1827

For the Plaintiff

BY: M. JAY NICHOLS



HELEN PHILLIPS

3/4/2009

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1 Q. Do you recall that he mentioned the name of the  
2 company that he was working for?

3 A. I don't recall that.

4 Q. Are you able to provide any testimony whatsoever  
5 about what he was doing in D.C. --

6 A. No.

7 Q. -- and what he was to receive for doing that?

8 A. No, I do not.

9 Q. Do you recall receiving a one-million-dollar check  
10 from Don in 1986?

11 A. I didn't receive it, but Oliver gave it to me in  
12 Birmingham to take to a bank.

13 Q. Okay. So did you meet Oliver in Birmingham?

14 A. No. We drove over.

15 Q. Okay. Why did you go to Birmingham?

16 A. Oliver was meeting Jim Kinsey over there for a trip  
17 to Sylacauga about some business that they were in that Jim  
18 was doing or something. And we stayed at the Winfrey that  
19 night, and the next morning I met my brother, and we went to  
20 the bank there and deposited the check.

21 Q. Do you recall which bank it was?

22 A. I do not.

23 Q. Did you open up an account in your name?

24 A. I did not. It was joint.

25 Q. Joint account?

HELEN PHILLIPS

3/4/2009

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1 A. Joint account.

2 Q. Did you ever speak to Don at that time receiving the  
3 check?

4 A. While receiving the check?

5 Q. I mean, you said you didn't go to Don -- you weren't  
6 there when -- when the check was actually handed over?

7 A. No, I was not.

8 Q. Did you talk to Don at all during that time period  
9 about the check?

10 A. Not that I recall.

11 Q. Do you recall ever talking to him about that check?

12 A. No. No.

13 Q. What do you recall about Oliver receiving a  
14 five-million-dollar check in 1996?

15 A. I don't know one thing about that.

16 Q. Do you know that it happened?

17 A. No.

18 Q. So that as we sit here today, this is the first  
19 you've ever heard about Oliver getting a five-million-dollar  
20 check from Don in 1996?

21 A. I may have heard about it; but if I did, I've  
22 forgotten about it. I don't recall a five-million-dollar  
23 check.

24 Q. Well, going back to the one-million-dollar check,  
25 what was your understanding of what that was for?

HELEN PHILLIPS

3/4/2009

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1 A. To be honest with you, I never asked. I didn't know.  
2 I guess it was payment on something he had done, some of the  
3 work he had done.

4 Q. When did Oliver start to loan Don money?

5 A. I do not recall.

6 Q. Are you aware that over time Oliver has loaned Don  
7 money?

8 A. Yes, I'm aware of that.

9 Q. What did you think about that?

10 A. I didn't have any thoughts one way or the other. I  
11 felt like Oliver knew what he was doing, so I left that --  
12 that was between the two of them.

13 Q. Did you know anything about those transactions, the  
14 details of those transactions?

15 A. No, I did not.

16 Q. Did you know anything about what the collateral for  
17 any of those loans were?

18 A. No.

19 Q. What did y'all do with that one million dollars?

20 A. I have no idea.

21 Q. Were you aware that the proceeds of loans taken out  
22 in your name went to Don and his companies?

23 A. I never questioned it. I -- I didn't know where -- I  
24 didn't know anything about any of that.

25 Q. Were -- does that mean you were not aware or that you

## EXHIBIT B: PART TWO

EXHIBIT B: Page 47 of 66

RECEIVED

JUN 26 2007 4:00 PM

IN THE CIRCUIT COURT OF LOWNDES COUNTY, MISSISSIPPI

ANGELA N. SALAZAR  
CIRCUIT CLERK

OLIVER L. PHILLIPS, JR.

PLAINTIFF

VS.

CAUSE NO. 2007-0096-CV1

DONALD R. DEPRIEST

DEFENDANT

---

**COMPLAINT**

---

Plaintiff, Oliver L. Phillips, Jr. ("Phillips") files this his complaint against Donald R. DePriest ("DePriest"), Defendant, and in support thereof would show unto the Court the following:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this complaint in that the claims occurred and/or accrued in Lowndes County, Mississippi, and the amount in controversy exceeds \$250,000.

2. Venue is proper in this judicial district because a substantial part of the events or omissions giving rise to these claims occurred in Lowndes County, Mississippi, and a substantial part of the property that is the subject of this action is situated in Lowndes County, Mississippi.

**PARTIES**

3. Phillips is an adult resident citizen of Lowndes County, Mississippi.

4. DePriest is an adult resident citizen of Lowndes County, Mississippi, and is available for service of process at 510 7th Street North, Columbus, Mississippi 39701, or wherever he may be found.

FILED  
JUN 27 2007*Angela N. Salazar*  
Circuit Clerk*file  
#  
15677*

Petitioners: Mr. Phillips became a 10% owner of Charisma, but that was never reported to the FCC.

EXHIBIT B: Page 48 of 66

### GENERAL STATEMENTS OF FACT

5. On or about April 13, 1984, Phillips became a 10% owner in a joint venture with DePriest, in which they created Charisma Communications Corp ("Charisma Communications"). Charisma Communications was involved in the ownership of cellular telephone licenses and operations. A copy of the 1984 Agreement is attached as Exhibit 1.

6. In 1986, Charisma Communications was sold to McCaw Communications ("McCaw Communications") for an excess of \$80,000,000.00, together with a side letter agreement with McCaw wherein it was stated that if McCaw "flipped" the cellular business, the owners of Charisma Communications would receive 25% of the gain. About one year after McCaw acquired the cellular licenses and operations from Charisma Communications, it sold approximately 50% of the company for approximately \$1.2 billion dollars. Though a lawsuit had to be filed based on the side agreement with McCaw, DePriest ultimately received approximately \$100,000,000.00 on behalf of the owners of Charisma Communications.

7. Based on the original 1984 agreement and Phillips' 10% ownership in Charisma Communications, together with the newly acquired \$100,000,000.00 from the McCaw lawsuit, Phillips and DePriest agreed to settle all of DePriest's then-current financial obligations to Phillips by paying the sum of \$5,000,000 on April 15, 1996, and executing a promissory note for an additional \$5,000,000. Accordingly, on April 15, 1996, DePriest tendered a check in the amount of \$5,000,000 to Phillips, and executed a promissory note for the remaining \$5,000,000, with a due date of December 31, 1996. In return, Phillips agreed to and signed a Release releasing DePriest from any and all claims or demands, whether accrued or to accrue thereafter "by reason of any matter, cause, or anything whatsoever, from the beginning of the world to the date of this Release."

FILED  
JUN 27 2007

*Michael M. Volzgen*  
Circuit Clerk



A copy of DePriest's check to Phillips in the amount of \$5,000,000 is attached hereto as **Exhibit 2**, a copy of the \$5,000,000 promissory note is attached hereto as **Exhibit 3**, and a copy of the Release is attached hereto as **Exhibit 4**.

8. Pursuant to the terms of the promissory note, on December 31, 1996, Phillips requested that DePriest make payment on the \$5,000,000 promissory note. However, DePriest responded that he didn't "have two nickels to rub together," and the parties accordingly agreed to extend the payment date on the note in accord with the express language of the promissory note which states:

"All parties hereto, whether makers, endorsers, sureties, guarantors, or otherwise . . . agree that all parties becoming liable hereunder shall be jointly and severally liable and **that the time for payment may be extended without notice.**"

(Emphasis added.)

9. As collateral for the \$5,000,000 promissory note attached hereto, DePriest and Phillips agreed that DePriest would assign an additional 70 MCT Investors, LP units to Phillips. The parties estimated that the value of the 70 units was in excess of the \$5,000,000 referenced in the note. A copy of the Assignment of the 70 MCT Investors, LP units and the Certificate of Limited Partnership Interests are attached hereto as **Exhibits 5 and 6**.

10. To date, despite repeated requests from Phillips that DePriest pay the note and/or transfer the title to the 70 MCT Investors, LP units collateralizing the note to Phillips so that Phillips' ownership of same would be reflected on the books, DePriest has failed to pay the note or transfer the title to the 70 MCT Investors, LP units to Phillips.

FILED  
JUN 27 2007

*Myahela M. Selzer*  
Circuit Clerk

**COUNT I  
BREACH OF PROMISSORY NOTE**

11. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 10 as if fully set forth herein.

12. DePriest is in breach of the promissory note in the amount of \$5,000,000 payable to Phillips.

13. The total amount evidenced by said promissory note is now due, payable and delinquent, notwithstanding repeated requests for payment made by Phillips.

14. Phillips is entitled to the principal due and payable under the provisions of the promissory note, together with all reasonable legal fees and costs of collection or alternatively to the collateral securities or value thereof consisting of 70 limited partnership units of MCT Investors, LP.

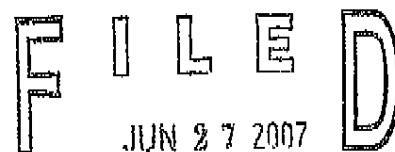
15. Phillips requests judgment against DePriest for the principal sum of \$5,000,000 evidenced by the promissory note, together with reasonable legal fees and costs of collection or judgment for ownership of the security or value thereof.

16. In addition, Phillips requests that this Court allow and set post-judgment interest at the maximum amount allowed by law.

**COUNT II  
SPECIFIC PERFORMANCE**

17. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 16 as if fully set forth herein.

18. Pursuant to the promissory note, DePriest assigned to Phillips 70 MCT Investors, LP units to serve as collateral for aforesaid note.



*Myahalee M. Schlegel*  
Circuit Clerk

19. Despite repeated requests from Phillips, DePriest has failed to transfer title to the 70 MCT Investors, LP units so that Phillips' ownership can be reflected.

20. Phillips has requested a conveyance of the shares described in the assignment, but DePriest has refused to make the conveyance. Phillips requests that DePriest be required to perform specifically the transfer of stock and for damages.

**COUNT III  
BREACH OF IMPLIED COVENANT OF  
GOOD FAITH AND FAIR DEALING**

21. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 20 as if fully set forth herein.

22. In all contracts, including the aforementioned promissory note and assignment, there is an implied covenant of good faith and fair dealing.

23. DePriest's actions, as described above, constitute a violation of the covenant of good faith and fair dealing.

24. As a direct, proximate and foreseeable result of the aforesaid breach of the implied covenant of good faith and fair dealing, Phillips has been damaged and is entitled to damages in an amount to be proved at trial.

**COUNT IV  
QUANTUM MERUIT**

25. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 24 as if fully set forth herein.

26. DePriest has enjoyed the use and benefit of the proceeds set forth in the promissory note as well as any and all benefits, distributions or proceeds generated from the 70 MCT Investors,

LP units which he has refused to transfer without compensating Phillips. This has resulted in DePriest's unjust enrichment.

27. In order to compensate Phillips for his losses and to avoid unjust enrichment of DePriest, Phillips is entitled to damages pursuant to the promissory note and/or transfer of title to the 70 MCT Investors, LP units, together with any and all benefits, proceeds or distributions of any kind generated from the 70 MCT Investors, LP units since the date of the assignment of same.

**COUNT V  
INTENTIONAL AND/OR NEGLIGENT MISREPRESENTATION**

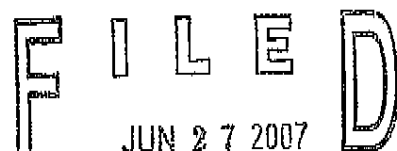
28. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 27 as if fully set forth herein.

29. In order to induce Phillips into entering into the promissory note, DePriest made express and/or implied representations to Phillips that he would be paid the amount of money he was owed and the units would be transferred into his name.

30. DePriest's representations were false and were made knowingly and intentionally to defraud Phillips or were made with reckless disregard as to the truth or falsity of such representations.

31. In the alternative, said representations as set forth above were false and were made by DePriest without due care as to truth or falsity of such representations.

32. DePriest knew or should have known that Phillips would rely upon the representations, and Phillips did, in fact, reasonably rely on DePriest's representations to his detriment.



*Magdalena M. Salazar*  
Circuit Clerk

33. As a direct, proximate and foreseeable result of DePriest's fraudulent conduct and misrepresentations, Phillips has been damaged and is entitled to damages in an amount to be proved at trial.

### PRAYER FOR RELIEF

WHEREFORE, Phillips prays that the Court enter a judgment as follows:

- A. For all damages incurred by Phillips as a result of DePriest's breach and wrongful conduct in an amount to be determined at trial, plus interest at the maximum rate permitted by law, including the principal of the Promissory Note or the value of the collateral/security;
- B. DePriest be required to specifically perform the assignment of the 70 MCT Investors, LP units to Phillips;
- C. For any sums which would constitute unjust enrichment received by DePriest as a result of his wrongful conduct;
- D. For all costs and expenses incurred by Phillips in connection with his actions, including reasonable attorney's fees; and
- E. For such other and further relief as this Court may deem just and proper.

Phillips demands trial by jury for all issues so triable.

Respectfully submitted, this the 26<sup>th</sup> day of June, 2007.

OLIVER L. PHILLIPS, JR., *Plaintiff*

BY: M. Jay Nichols

M. Jay Nichols, MB #10066  
Attorney for Plaintiff

Aubrey E. Nichols, MB #3842  
Will T. Cooper, MB #9588  
GHOLSON, HICKS & NICHOLS  
Post Office Box 1111  
Columbus, MS 39703  
Phone: (662) 243-7300; Fax: (662) 327-6217  
W:\AllClients\25091-oliver phillips\007-Don DePriest matters\Complaint by WTC.wpd

FILED  
JUN 27 2007

*Michael L. Salzer*  
Circuit Clerk

Petitioners: Per this 1984 agreement, Mr. DePriest obtained more than 50% ownership in Charisma and Mr. Phillips obtained ownership, but it was not disclosed to the FCC ("carried under Mr. DePriests' ownership). However, this change of ownership and control in Charisma may not have been properly disclosed to the FCC. Mr. DePriests' money from Charisma went into Maritel and MCLM, etc.

STATE OF MISSISSIPPI )  
 )  
COUNTY OF LOWNDES ) AGREEMENT OF UNDERSTANDING

Donald R. DePriest, Charles B. Cooper and Oliver L. Phillips, Jr. have entered into a joint venture, which joint venture consists primarily of license applications for and operation of New Domestic Public Cellular Radio Stations, television service, 900 MHz paging systems, a New Nationwide Paging Service, multi-channel MDS service, and low power television stations.

The applications and related filings have heretofore shown the ownership of said joint venture to be, Donald R. DePriest with 50% and Charles B. Cooper with 50%.

The Parties do hereby agree that the ownership of the Parties' interest in all such joint ventures from this day forward shall be as follows:

**1984  
AGREEMENT**

Donald R. DePriest	65%
Charles B. Cooper	25%
Oliver L. Phillips, Jr.	10%

It is further agreed that if Oliver L. Phillips, Jr. becomes an active member of the day-to-day management team, his ownership shall be increased to an amount to be determined by and agreed to by the Parties hereto.

It is further agreed, that Donald R. DePriest will carry under his ownership structure the amount and percentage of the ownership of Oliver L. Phillips, Jr.

That certain Assignment and Agreement between Donald R. DePriest and Charles B. Cooper dated December 1, 1983 shall remain in full force and effect and is not affected by this Agreement.

WITNESS OUR SIGNATURES this 13<sup>th</sup> day of April, 1984.

Petitioners: This was not allowable. Ownership had to be disclosed to the FCC. This is a rule violation.

Petitioners: In 1983, Mr. DePriest got more than 50% ownership from Mr. Cooper, which if not disclosed to the FCC, violated rules.

**FILED**  
JUN 27 2007

*Donald R. DePriest*  
DONALD R. DEPRIEST

*Charles B. Cooper*  
CHARLES B. COOPER

*Oliver L. Phillips Jr.*  
OLIVER L. PHILLIPS JR.

EXHIBIT  
1

Petitioners: Below is notarization to above  
1984 agreement.

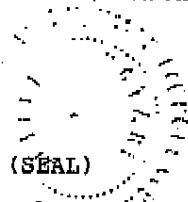
STATE OF MISSISSIPPI

COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority  
in and for said county and state, Donald R. DePriest, who,  
acknowledged that he signed and delivered the foregoing  
AGREEMENT OF UNDERSTANDING on the day and year therein men-  
tioned as his own act and deed.

Given under my hand and official seal, this 13<sup>th</sup> day of

April, 1984.



Jeanie M. McDee  
NOTARY PUBLIC

My Commission Expires:

August 7, 1985

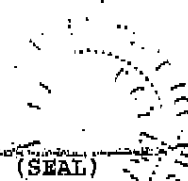
STATE OF MISSISSIPPI

COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority  
in and for said county and state, Charles B. Cooper, who,  
acknowledged that he signed and delivered the foregoing  
AGREEMENT OF UNDERSTANDING on the day and year therein men-  
tioned as his own act and deed.

Given under my hand and official seal, this 13<sup>th</sup> day of

April, 1984.



Jeanie M. McDee  
NOTARY PUBLIC

My Commission Expires:

August 7, 1985

FILED  
JUN 27 2007

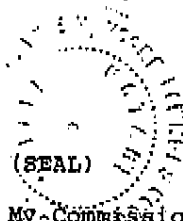
Mychelle M. Schlager  
Circuit Clerk

STATE OF MISSISSIPPI

COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority in and for said county and state, Oliver L. Phillips, Jr., who, acknowledged that he signed and delivered the foregoing AGREEMENT OF UNDERSTANDING on the day and year therein mentioned as his own act and deed.

Given under my hand and official seal, this 13<sup>th</sup> day of April, 1984.



Jamie M. McGee  
NOTARY PUBLIC

My Commission Expires:

August 7, 1985

FILED  
JUN 27 2007

Myahle M. Schaefer  
Circuit Clerk



Petitioner: Belinda Hudson is a signer on Mr. DePriest's personal account.

DONALD R. DEPRIEST 411-64-8438 11-89 2706  
SANDRA F. DEPRIEST  
BELINDA HUDSON  
P.O. BOX 1076  
COLUMBUS, MS 39703-1076  
68-54/514  
20100  
4/15/96  
PAY TO THE ORDER OF OLIVER L. PHILLIPS, JR. \$5,000,000  
FIVE MILLION AND 00/100 DOLLARS  
FIRST UNION First Union National Bank of Virginia Roanoke, VA  
FOR 4/15/96 REL. N  
105140054910017233877651 2706

©Circle American IV

FILED  
JUN 27 2007

Michael W. DePriest  
Circuit Clerk

ALL-STATE LEGAL  
EXHIBIT  
2

\$5,000,000<sup>00</sup>

Columbus, Mississippi  
April 15, 1996

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Donald R. DePriest, an individual, of Columbus, Mississippi, does hereby promise to pay unto OLIVER L. PHILLIPS, JR., or order, the principal sum of FIVE MILLION Dollars (\$5,000,000<sup>00</sup>), without interest, said principal to be due and payable on or before December 31, 1996.

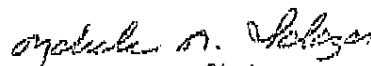
Grantor reserves the right to prepay all or any part of this indebtedness at any time and from time to time without penalty.

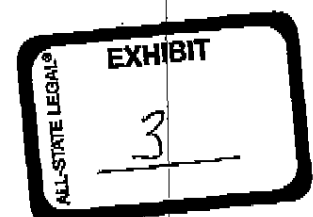
The condition of this obligation is that it shall be without recourse or personal liability of the undersigned maker except to the extent of the security which is 70 Limited Partnership Units of MCT Investors, L.P.

All parties hereto, whether makers, endorsers, sureties, guarantors, or otherwise, hereby waive demand, presentment for payment, protest and notice of nonpayment or dishonor and agree that all parties becoming liable hereunder shall be jointly and severally liable and that the time for payment may be extended without notice.

  
DONALD R. DePRIEST

FILED  
JUN 27 2007

  
Circuit Clerk



# RELEASE

The undersigned party on this 15th day of APRIL, 1996, covenants and agrees as follows:

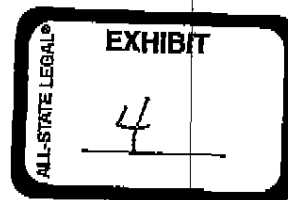
For good and valid consideration, receipt of which is hereby acknowledged, the undersigned (the "Releasing Party") agrees to release DONALD R. DEKRIEST (the "Released Party") and the Released Party's affiliates, successors, assigns, investee companies, business ventures, heirs, administrators, executors, employees, attorneys, agents and representatives, past and present, from any and all claims, demands, and/or causes of action, present or future, known or unknown, whether accrued or hereafter to accrue, whether anticipated or unanticipated, whether in law or equity, which the Releasing Party ever had, now has, or which the Releasing Party or the Releasing Party's affiliates, successors, assigns, investee companies, business ventures, heirs, administrators, executors, employees, attorneys, agents, and representatives, past and present, can, shall, or may have for or by reason of any matter, cause, or anything whatsoever, from the beginning of the world to the date of this release.

The undersigned represents that the Releasing Party has not assigned to any person or entity any actions, cause of action, suit, claim, contract, agreement, demand, or damages such person ever had, now has, or may have against the Released Party. To the extent any action, cause of action, suit, claim, contract, agreement, demand or damages, whether accrued or hereafter to accrue, or whether known or unknown against the Released Party, may not have been validly released by this Release, the Releasing Party hereby irrevocably assigns to the Released Party all right, title and interest in any such action, suit, claim, contract, agreement, demand or damages.

*Donald R. Dekriest Jr.*

**FILED**  
JUN 27 2007

*Myrtle M. Halpern*  
Circuit Clerk

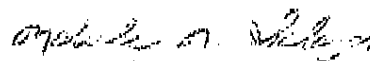
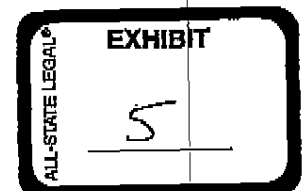


**ASSIGNMENT**

APRIL 15, 1996

FOR AND IN CONSIDERATION OF A NOTE THIS DAY EXECUTED IN FAVOR OF (ASSIGNEE) OLIVER L. PHILLIPS, JR., I HEREBY ASSIGN, TRANSFER, AND SET OVER UNTO SAID ASSIGNEE ALL MY RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN CERTIFICATE(S) REPRESENTING SEVENTY (70) UNITS OF MCT INVESTORS, L.P., A LIMITED PARTNERSHIP AS SECURITY FOR PAYMENT OF SAID NOTE.

THIS THE 15TH DAY OF APRIL, 1996.

  
DONALD R. DEPRIEST**FILED**  
JUN 27 2007  
Circuit Clerk

625 SLATERS LANE, SUITE G-100  
ALEXANDRIA, VA 22314  
(703) 883-8726  
FACSIMILE (703) 883-8329

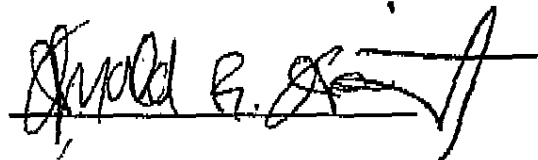
### CERTIFICATE OF LIMITED PARTNERSHIP INTERESTS

The undersigned adopts and agrees to be bound by all of the terms and provisions of (1) the Subscription Agreement of MCT Investors, L.P. and (2) the Limited Partnership Agreement and Certificate of Limited Partnership for MCT Investors, L.P.

The undersigned hereby confirms his understanding that the General Partner has the full right to accept or reject his Subscription Agreement and Signature Page, provided that, in the case of rejection, the Initial Contribution of the undersigned is promptly returned to the undersigned. The undersigned hereby irrevocably makes, constitutes and appoints MedCom Development Corporation, the General Partner of the Partnership, and any successor general partner, with full power of substitution, his true and lawful attorney-in-fact, (1) for the purposes and in the manner provided in Section 12.1 of the Partnership Agreement which is hereby incorporated by reference.

### NUMBER OF INTERESTS REPRESENTED BY THIS CERTIFICATE: SEVENTY (70)

Signature(s) of Investor(s):



Name(s):

Donald R. DePriest

Home Address:

510 7th Street North  
(Street)

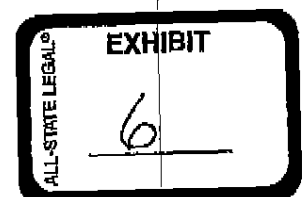
Columbus, Mississippi 39701  
(City) (State) (Zip)

Social Security Number(s) or

Federal Tax Identification Number: #411-64-8438

FILED  
JUN 27 2007

*Orlando M. Delacruz*  
Circuit Clerk



# GHOLSON, HICKS & NICHOLS

A PROFESSIONAL ASSOCIATION

*Attorneys at Law*

AmSouth Bank, Third Floor  
710 Main Street  
Columbus, MS 39701  
Telephone: (662) 243-7300  
Fax (662) 327-6217

HUNTER M. GHOLSON \*  
DEWITT T. HICKS, JR.  
AUBREY E. NICHOLS  
JOHN W. CROWELL \*\*  
J. GORDON FLOWERS  
KATHERINE S. KERBY  
DAVID B. JOLLY  
WILLIAM F. GILLIS  
P. NELSON SMITH, JR.  
MARC D. AMOS  
WILLIAM T. COOPER  
M. JAY NICHOLS  
SCOTT F. SINGLEY \*\*\*  
ELLIN A. BLACK  
KRISTEN E. WOOD

\* Also admitted in District of Columbia  
\*\* Also admitted in Arkansas  
\*\*\* Also admitted in Alabama

MAILING ADDRESS:  
P.O. Box 1111  
Columbus, MS 39703-1111

June 26, 2007

Ms. Haley N. Salazar, Clerk  
Lowndes County Circuit Court  
Post Office Box 31  
Columbus MS 39703-0031

**RECEIVED**

JUN 26 2007 4:00 pm

MAHALA N. SALAZAR  
CIRCUIT CLERK

**Re: Oliver L. Phillips, Jr. vs. Donald R. DePriest**

Dear Haley:

Enclosed are the original and one (1) copy of a Complaint in connection with the above referenced matter. Also enclosed is our draft in the amount of \$110.00 representing the filing fee together with a Civil Cover Sheet.

Process should issue to the Defendant, Donald R. DePriest, at his residence address of 206 8<sup>th</sup> Street North, Columbus, Mississippi 39701.

Please return a "filed" copy of the Complaint to me and return the original summons to me for service through a process server.

Should you have any questions please give me a call.

Sincerely,



M. Jay Nichols

Enclosures

cc: Mr. Oliver L. Phillips, Jr.

MJN:ja

File No. 25,091-007

GHOLSON, HICKS & NICHOLS

EXHIBIT B: Page 63 of 66

034139

LOWNDES COUNTY CHANCELLER, CLERK

34139

25091.001 FLF	06/25/2007	110.00	110.00	0.00
---------------	------------	--------	--------	------

CC 37-26-9	.50
CLAF 25-7-13	5.00

Total	=====	\$110.00
-------	-------	----------

Payment received from GHOLSON HICKS & NICHOLS

Transaction 8514 Received 6/27/2007 at 10:33 Drawer 1 I.D. DONNA

Account Balance Due	0.00	Receipt Amount	\$110.00
---------------------	------	----------------	----------

BY Donna C. Bentley D.C. Mahala N. Salazar, Circuit Clerk

Case # 2007-0096-CV1	Acct #	Paid By CHECK	Receipt No.	3464
----------------------	--------	---------------	-------------	------

SUMMONS  
(Process Server)

IN THE CIRCUIT COURT OF LOWNDES COUNTY, MISSISSIPPI

OLIVER L. PHILLIPS, JR. Plaintiff(s)  
Versus Civil Action Number: 2007-0096-CV1  
DONALD R. DEPRIEST Defendant(s)

SUMMONS

The State of Mississippi  
To: Donald R. DePriest

206 8th Street North

Columbus MS 39701

NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT  
AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written  
response to the Complaint to:

Hon. M. Jay Nichols 662-243-7300

the attorney for the Plaintiff(s), whose address is:  
P. O. Box 1111

Columbus MS 39703

Your response must be mailed or delivered within thirty (30)  
days from the date of delivery of this summons and complaint or  
judgment by default will be entered against you for the money or  
other things demanded in the complaint.

You must also file the original of your response with the  
Clerk of this Court within a reasonable time afterward.

Issued under my hand and seal of said Court, this 27th day  
of June 2007.

Mahala (Haley) N. Salazar, Circuit Clerk  
P. O. Box 31, Columbus, MS 39703

2SUMPS

By: Donna C. Beatty D. C.



# GHOLSON, HICKS & NICHOLS

A PROFESSIONAL ASSOCIATION

*Attorneys at Law*

AmSouth Bank, Third Floor  
710 Main Street  
Columbus, MS 39701  
Telephone: (662) 243-7300  
Fax: (662) 327-6217

HUNTER M. GHOLSON \*  
DEWITT T. HICKS, JR.  
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J. GORDON FLOWERS  
KATHERINE S. KERRY  
DAVID B. JOLLY  
WILLIAM F. GILLIS  
P. NELSON SMITH, JR.  
MARC D. AMOS  
WILLIAM T. COOPER  
M. JAY NICHOLS  
SCOTT F. SINGLEY \*\*\*  
ELLEN A. BLACK  
KRISTEN E. WOOD

\* Also admitted in District of Columbia  
\*\* Also admitted in Arkansas  
\*\*\* Also admitted in Alabama

MAILING ADDRESS:  
P.O. Box 1111  
Columbus, MS 39703-1111

July 18, 2007

Ms. Haley N. Salazar, Clerk  
Lowndes County Circuit Court  
Post Office Box 31  
Columbus MS 39703-0031

**Re: Oliver L. Phillips, Jr. vs. Donald R. DePriest  
Lowndes County Circuit Court No. 2007-0096-CV1**

Dear Haley:

Enclosed for your handling are the original and one (1) copy of an Acknowledgment of Receipt of Summons and Complaint in the above-referenced matter. Please file the original, stamp the extra copy "filed" and return the same to me in the enclosed self-addressed, stamped envelope.

Should you have any questions please give me a call. Thank you for your assistance in this matter.

Sincerely,

  
M. Jay Nichols

MJN:mnh

Enclosures

cc: Mr. Oliver L. Phillips, Jr.

ACV25,091-007  
Clerk071807.lt4

**FILED**  
JUL 19 2007  
ophae J. Phillips  
Circuit Clerk

RECEIVED  
JUL 19 2007

MAHALA N. SALAZAR  
CIRCUIT CLERK

THIS ACKNOWLEDGMENT OF RECEIPT OF SUMMONS AND  
COMPLAINT MUST BE COMPLETED

I acknowledge that I have received a copy of the Summons and of the Complaint in the case styled Oliver L. Phillips, Jr. versus Donald R. DePriest, a case now pending in the Circuit Court of Lowndes County, Mississippi, bearing Civil Action Number 2007-0096-CV1.

William L. Smith

Signature

ATTORNEY

Relationship to Entity/Authority to Receive  
Service of Process)

7/11/07

Date of Signature

STATE OF MISSISSIPPI )

COUNTY OF Hinds )

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above named William L. Smith, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Acknowledgment of Receipt of Summons and Complaint are true and correct as therein stated.

Affirmed and subscribed before me on this the 11 day of July, 2007.

Virginia H. Barnes

Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 2, 2010  
BONDED THRU STEGALL NOTARY SERVICE

FILED  
JUL 19 2007  
Mahala N. Salazar  
Circuit Clerk